

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 22</b>  <b>TO LEASE NO. GS-11B-01943</b>
<b>ADDRESS OF PREMISES</b> Park Center One 3101 Park Center Drive Alexandria, VA 22302	<b>PDN Number:</b>

**THIS AMENDMENT** is made and entered into between **US PARK CENTER OWNER, LLC**

whose address is: 1300 Connecticut Avenue, NW  
Suite 900  
Washington, DC 20036

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1. Premises.** The parties hereby stipulate and agree that the leased premises consists of 184,216 BRSF (yielding 160,895 BOUSF) of office and related space, on a portion of the Garage level, a portion of the First floor, floors Two through Twelve in their entirety and a portion of the Fourteenth Floor as well as twelve (12) reserved parking spaces, in the building known as Park Center Office Building I, located at 3101 Park Center Drive, Alexandria, Virginia 22302.
- 2. Extension Term.** The terms of the Lease is hereby extended for a period of twenty-eight (28) months (the "Extension Term"), beginning retroactively as of June 1, 2017 (the "Extension Term Commencement Date") and ending on September 30, 2019 (the "Expiration Date").
- 3. Rent.** The annual rent to be paid by the Government during the Extension Term effective June 1, 2017 shall be \$5,894,912.00 (\$32.00/BRSF), payable at the rate of \$491,242.67 per month in arrears. Rent for a lesser period shall be prorated. The annual rent for the Extension Term includes all rights, services, repairs, alterations, improvements, and utilities currently provided under the Lease; provided, however, that any additional services, repairs, alterations, improvements, and utilities requested by the Government shall be subject to additional payment pursuant to the terms of the Lease (e.g., supplemental and/or submetered electricity, etc.). Effective as of June 1, 2017, the annual rent for the Extension Term shall not be subject to escalation of base operating expense or tax adjustments. In the event the Government has not vacated the space at the end of the Extension Term, the monthly rate shall increase to \$537,296.67 (\$35.00 BRSF) until December 31, 2019. If the Government has not vacated the space by January 1, 2020, the monthly rate shall increase to \$583,350.67 (\$38.00/BRSF). Within thirty (30) days of the full execution and delivery of this LA, the Government shall deliver to Lessor a lump sum payment reflecting the full amount of the total monthly rent due through the date hereof, net of any previously made monthly rent payments.
- 4. Condition of Premises.** The annual rent set forth on paragraph 3 above does not include a Tenant Improvement Allowance (TIA). The Government accepts the existing warm-lit-shell and demised premises in its current configuration and cosmetically existing condition. The acceptance of such items "as-existing" does not relieve the Lessor from its obligations under the Lease for maintenance, repairs, replacements and/or other improvements or such future alterations as the Government may require.
- 5. Parking.** From the Extension Term Commencement Date through the Expiration Date, the Government shall pay Lessor for parking per the current terms of the Lease.
- 6. Commission and Commission Credit.** CBRE, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon full execution and delivery by both parties of this Lease Amendment, payable according to the Commission Agreement signed between the two parties. Only (b) (4) of the Commission, will be payable to CBRE, INC. with the

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remaining (b) (4) (the "Commission Credit") to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture the Commission Credit.

The Commission Credit shall be converted into rental abatement, therefore the rental payment due and owing under the Lease for the first month of the Extension Term shall be reduced by (b) (4) so that the total rent due for the office portion of the Lease for the first full month of the Extension Term shall be (b) (4) Monthly rent for July 1, 2017 through September 30, 2019 is (b) (4)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

US PARK CENTER OWNER, LLC, a Delaware limited liability company,

By: US Park Center JV, LLC, a Delaware limited liability company, its sole Member

By: Park Center Portfolio REIT, Inc. a Maryland corporation, its Managing Member

By: (b) (6)  
Name: PETER MCLAUGHLIN  
Title: Managing Director  
Date: 10/16/18

**FOR THE GOVERNMENT:**

(b) (6)  
Signature: (b) (6)  
Name: Kevin M. Terry  
Title: Lease Contracting Officer  
GSA, NCR, PBS  
Date: NOV - 6 2018

**WITNESSED FOR THE LESSOR BY:**

Signature: (b) (6)  
Name: Paula Mortensen  
Title: Real Estate Operations Coordinator  
Date: 10/16/18

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